

Sandra Ribera Speed, Esq. (SBN 236769)
RIBERA LAW FIRM
A Professional Corporation
157 West Portal Avenue, Suite 2
San Francisco, CA 94127
Tel: (415) 576-1600 Fax: (415) 842-0321

Attorneys for Plaintiff, JOHN DOE

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
06/30/2015
Clerk of the Court
BY: MAURA RAMIREZ
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO**

JOHN DOE,

Plaintiff,

v.

**KINK.COM; KINK STUDIOS, LLC;
KINKMEN.COM; CYBERNET
ENTERTAINMENT, LLC; ARMORY
STUDIOS, LLC; PETER ACWORTH;
HOGAN KARL aka VAN DARKHOLME
and DOES 1 through 50, inclusive,**

Defendants.

) Case No.: CGC-15-545540
)
) **PLAINTIFF'S FIRST AMENDED**
) **COMPLAINT FOR DAMAGES**
)
) 1. NEGLIGENCE
) 2. NEGLIGENCE PER SE,
) 3. INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 4. CIVIL CONSPIRACY TO COMMIT
) INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 5. BREACH OF IMPLIED COVENANT
) OF GOOD FAITH AND FAIR
) DEALING
) 6. NEGLIGENT SUPERVISION,
) 7. NEGLIGENT HIRING AND/OR
) RETENTION,
) 8. INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS
) 9. PREMISES LIABILITY
) 10. BATTERY
)
) **Prayer for Punitive Damages**
) **JURY TRIAL DEMANDED**
)

1 Plaintiff JOHN DOE hereby requests a trial by jury of all issues in this matter.
2 COMES NOW, Plaintiff JOHN DOE and alleges as follows:

3 **PARTIES**

4 1. Plaintiff JOHN DOE (hereinafter "JOHN DOE" or "Plaintiff") is a resident and
5 citizen of the State of New York where he is a student. At all relevant times contained herein,
6 Plaintiff worked for Defendants, and each of them, in San Francisco, California.

7 2. Plaintiff alleges that Defendant CYBERNET ENTERTAINMENT, LLC (hereinafter
8 "CYBERNET") is a Limited Liability Corporation registered to do business in the State of
9 California, and is authorized to transact and is transacting business in the internet pornography
10 and the pornographic film industry in the State of California. Defendant CYBERNET
11 maintains a headquarters at 1800 Mission Street, San Francisco, CA. The managing member
12 agent for service of process is Defendant PETER ACWORTH.

13 3. Defendant KINK.COM is a business organization, form unknown, duly organized
14 and existing under and by virtue of the laws of the State of California and is authorized to
15 transact and is transacting business in the internet pornography and the pornographic film
16 industry in the State of California. Defendant KINK.COM maintains a headquarters at 1800
17 Mission Street, San Francisco, California. Defendant KINK.COM is a separate, related entity
18 of Defendants CYBERNET.

19 4. Defendant KINKMEN.COM (hereinafter "KINKMEN") is a business organization,
20 form unknown, duly organized and existing under and by virtue of the laws of the State of
21 California and is authorized to transact and is transacting business in the internet pornography
22 and the pornographic film industry in the State of California. Defendant KINKMEN maintains a
23 headquarters at 1800 Mission Street, San Francisco, California. Defendant KINKMEN is a
24 separate, related entity of Defendant CYBERNET.

25 5. Defendant KINK STUDIOS, LLC (hereinafter "KINK STUDIOS"); is a Limited
26 Liability Corporation registered to do business in the State of California, and is authorized to
27 transact and is transacting business in the internet pornography and the pornographic film
28 industry in the State of California. Defendant KINK STUDIOS maintains a headquarters at

1 1800 Mission Street, San Francisco, California. The managing member of KINK STUDIOS is
2 Defendant PETER ACWORTH.

3 6. Defendant ARMORY STUDIOS, LLC (hereinafter "ARMORY") is a Limited
4 Liability Corporation registered to do business in the State of California, and is authorized to
5 transact and is transacting business in the internet pornography and the pornographic film
6 industry in the State of California. Defendant ARMORY maintains a headquarters at 1800
7 Mission Street, San Francisco, California. The managing member of ARMORY is Defendant
8 PETER ACWORTH.

9 7. Defendants CYBERNET, KINK.COM, KINK STUDIOS, KINKMEN, and
10 ARMORY will be referred to collectively as "KINK Defendants," unless otherwise noted.

11 8. KINK Defendants, and each of them, are headquartered in the San Francisco Armory
12 at 1800 Mission Street in San Francisco, California. The Armory building is a 200,000 square
13 foot 1914 reproduction of a Moorish Castle that served as a National Guard Armory and
14 Arsenal until the 1970s. In 2006, the Armory was purchased by Defendant PETER ACWORTH
15 for the purposes of transacting business in the internet pornography and pornographic film
16 industries. In 2007, it was announced that ARMORY STUDIOS, LLC owned the Armory.

17 9. Upon information and belief, at all relevant times referenced herein, Defendant
18 ARMORY STUDIOS, LLC and/or Defendant PETER ACWORTH leased the Armory building
19 located at 1800 Mission Street in San Francisco, California, to Defendants CYBERNET, KINK
20 STUDIOS, KINK.COM and/or KINKMEN.

21 10. Upon information and belief, Defendant CYBERNET employs the staff and
22 management who work on the various productions for Defendants KINK.COM and
23 KINKMEN.

24 11. Upon information and belief, Defendant KINK STUDIOS is a separate corporate
25 entity that also employs staff and management who work on the various productions for
26 Defendants KINK.COM and KINKMEN.

27 12. Upon information and belief, Plaintiff alleges that Defendant PETER ACWORTH
28 (hereinafter "ACWORTH") is the owner of Defendants CYBERNET, KINK.COM, KINK

1 STUDIOS, KINKMEN, and ARMORY.

2 13. Upon information and belief, ACWORTH works and resides in San Francisco,
3 California.

4 14. KINK.COM, found at <http://www.kink.com>, is a website which hosts and provides
5 links to approximately thirty (30) additional pornographic websites providing sexually explicit
6 adult photographs, video and other graphic sexual content.

7 15. Defendant KINK.COM comprises a network of fetish and BDSM (bondage,
8 discipline, sadism, masochism) sites, including over two dozen premium subscription sites, a
9 free documentary news site, an interactive live cam site, and an on-demand site that allows
10 customers to purchase every pornographic shoot ever published by the company on an
11 individual basis.

12 16. Defendant KINKMEN.COM was launched in 2008 with the release of
13 BoundGods.com, a gay bondage site. At all relevant times referenced herein, well-known
14 pornographic actor and director, Defendant HOGAN KARL aka VAN DARKHOLME
15 (hereinafter "DARKHOLME"), directed all KINKMEN.COM programming. KINKMEN is
16 comprised of five sites, including NakedKombat.com, a hardcore wrestling site, and
17 MenOnEdge.COM, a BDSM edging site.

18 17. Upon information and belief, at all relevant times referenced herein, DARKHOLME
19 worked and resided in San Francisco, California. DARKHOLME has worked and continues to
20 be employed by the KINK Defendants and/or Defendant ACWORTH as an adult pornographic
21 film director.

22 18. All Defendants will be referred to collectively as "Defendants."

23 19. The true names and capacities of DOES 1 through 50, whether individual, corporate,
24 government, associate or otherwise, are unknown to Plaintiff who therefore sues said defendants
25 by such fictitious names. Plaintiff will amend this complaint to allege their true names and
26 capacities when ascertained.

27 20. Plaintiff is informed and believes, and thereon alleges, that Defendants were the
28 agent, servant, employee and representative of each of the other Defendants. In performing the

1 acts herein alleged, Defendants were acting within the course and scope of such agency or
2 employment, and with full knowledge, permission, authorization, ratification, active assistance
3 and encouragement, and/or consent, express or implied, of each of the other Defendants. All
4 actions of the Defendants alleged in the causes of action into which this paragraph is
5 incorporated by reference were ratified and approved by the officers or managing agents or
6 member of every other defendant.

7 **STATEMENT OF FACTS**

8 21. Plaintiff began working for Defendant CYBERNET as an independent contractor in
9 2011. Plaintiff's talent agent was contacted by a representative at KINK.COM about Plaintiff's
10 potential to perform sex acts in pornographic videos produced specifically for internet
11 broadcasts on behalf of KINK Defendants.

12 22. Plaintiff was excited to have the opportunity to work with KINK.COM, one of the
13 largest and most successful companies in the pornographic film industry.

14 23. KINK.COM's website includes claims that KINK.COM has "one of the best
15 reputations" in the adult pornographic film industry for "respectful and fair treatment of
16 models," and that the company provides "clean, comfortable working conditions and an honest
17 and approachable crew." KINK.COM vows to "ensure that models fully understand their rights
18 and feel empowered to stop or alter a scene at any time."

19 24. Further, KINK.COM "ask(s) all directors to follow a strict set of shooting rules so
20 that all of our content conforms with our company values; we treat our models as professionals
21 and compensate them generously for their talent."

22 25. Plaintiff was reassured that working for KINK.COM was a wise, safe decision, and
23 he was eager to advance his career.

24 26. From November 7, 2011 to May 3, 2013, JOHN DOE performed for Defendants,
25 and each of them, in pornographic videos.

26 27. All communications regarding JOHN DOE's work in Defendant KINK.COM's
27 videos originated from KINK.COM electronic mail addresses. Most of the communications had
28 KINKMEN.COM and "The Armory" in the signature portion. JOHN DOE's contract for work

1 with KINK.COM lists CYBERNET as the "Producer" and many of the contract pages refer to
2 KINK.COM.

3 28. At a typical internet video shoot in which JOHN DOE performed for KINK
4 Defendants, there were numerous people on set, including the director, one or two camera
5 operators, one or more production assistants, and several other workers, who were employed by
6 one or more KINK Defendants.

7 29. Also at a typical internet video shoot, there were one or two staff members of KINK
8 Defendants present and dedicated to management of the event.

9 30. At a typical internet video shoot, JOHN DOE would be one of several other models
10 and actors hired by KINK Defendants. Usually, there would be one main "dom" or actor
11 playing the dominant role in the sexual act(s); one "co-dom," also playing a dominant role in
12 the sexual act(s); JOHN DOE, who usually performed as the "submissive" or "sub;" and four to
13 five "extras" or additional models who would participate in the video shoot.

14 31. JOHN DOE was aware that despite KINK Defendants' expressed dedication to
15 sexually transmitted disease (STD) and human immunodeficiency virus (HIV) testing of *all*
16 models, KINK Defendants were only requiring the *heterosexual* models to have STD and HIV
17 testing panels performed before each and every video shoot. The homosexual models were *not*
18 required to be tested before every shoot. Moreover, if an STD or HIV was transmitted during a
19 heterosexual shoot, production of the shoot halts until everyone is tested and the source of the
20 infection is confirmed. Such is not the case with homosexual shoots.

21 32. During the time Plaintiff worked for KINK Defendants as a model, he was only asked
22 once to submit his test results to KINK Defendants and that was before a heterosexual filming.
23 For all of the homosexual shoots he did, Plaintiff was never once asked by KINK Defendants to
24 submit his HIV/STD test results.

25 33. Further, KINK Defendants endangered all models at internet video shoots with the
26 dangerous practice of inviting (non-tested) members of the general public to participate in
27 sexual acts during filming. KINK Defendants would regularly issue a mass electronic mail
28 invitation to the general public sometime in advance of the filming date, inviting them to

1 participate. Models for KINK Defendants were placed at significant risk for exposure and
2 infection of STDs and HIV through contact with these untested, unidentified members of the
3 general public. KINK Defendants continued this business practice in direct violation of
4 California law, as set forth herein, and KINK Defendants own stated principles of strict
5 adherence to the safety and well-being of KINK Defendants' employees and models. KINK
6 Defendants regularly and repeatedly placed the health and safety of its models and employees at
7 serious risk.

8 34. During the years JOHN DOE worked on KINK Defendants' shoots, condom usage by
9 the actors and models was not required (unless explicitly specified), but could be requested. The
10 models were told they had the right to request a condom to be worn at any time, and that this
11 request would be honored without question.

12 35. On November 8, 2011, at Plaintiff's first filming for KINK Defendants, Plaintiff
13 observed another model being given an injection of a prescription sexual performance-
14 enhancing drug into his penis. The medication was provided by KINK Defendants to the
15 performers on the shoot without a prescription even through it was prescription medication.
16 Upon witnessing this, Plaintiff JOHN DOE requested to KINK Defendants that he not be
17 required to perform oral sex on the performer who had been injected with the medication.
18 Plaintiff's request was denied. Plaintiff then exercised his right to request that a condom be
19 worn by the performer who had received the injection. Plaintiff's request was again denied by
20 KINK Defendants. Plaintiff next requested that he be allowed to perform oral sex on the
21 performer away from the location of where the performer had an open wound as a result of the
22 injection. Plaintiff's request was again explicitly denied by KINK Defendants- putting JOHN
23 DOE's health and safety in serious jeopardy and violating KINK Defendants' stated policies.
24 KINK Defendants conveyed to Plaintiff that if he pushed the condom-issue, he would be out of
25 a job. Plaintiff, being a student who wanted to earn some quick money so that he could focus
26 on his studies, kept his mouth shut following this incident.

27 36. On another occasion, Plaintiff was on one of KINK Defendants' shoots where his
28 penis had been tied with twine. The twine cut Plaintiff's penis and caused it to bleed while

1 filming. KINK Defendants took a cloth and wiped the blood. When Plaintiff inquired whether
2 it was safe to continue, KINK Defendants replied that it was fine.

3 37. On January 10, 2013, Plaintiff JOHN DOE was hired by KINK Defendants to
4 perform sex acts in a pornographic video under the direction of Defendant DARKHOLME.

5 38. During the January 10, 2013 video shoot, a non-sterile object was inserted into JOHN
6 DOE's urethra against his express objection and placing him at significant risk of infection.

7 39. KINK Defendants claims to uphold a strict policy that models are entitled to
8 personally sanitize any items that are used on them. Before the non-sterile object was inserted
9 into JOHN DOE's urethra, he requested it be sterilized. Director DARKHOLME expressly
10 denied Plaintiff's request.

11 40. Defendant DARKHOLME not only placed Plaintiff's health at significant risk, he
12 violated KINK Defendants' shooting rules specifically applicable to Directors, stating in part
13 "It is your [the director's] responsibility to ensure the safety of the model on set. It is your
14 responsibility to ensure the shooting rules are adhered to."

15 41. After Plaintiff JOHN DOE's request for sterilization was expressly denied by
16 Defendant DARKHOLME, Plaintiff felt pressured to continue to perform or he could lose his
17 job.

18 42. On February 20, 2013, *SF Weekly* published a front page article titled "Gag Order:
19 Sex Workers Allege Mistreatment at Kink.com." In the article, author Kate Conger outlines
20 ACWORTH's recent arrest for cocaine possession, stating "many were surprised by the misstep
21 from a man who's built his empire on a strict code of ethical behavior and transparency..." Ms.
22 Conger continues:

23 "However, even as Kink flourishes – it's nearly doubled the
24 number of sites it operates since moving into the Armory – doubts
25 about its ethical standards linger. The Company attracted
26 unwanted attention last summer when it abruptly switched its cam
27 girls' pay rate and sparked a debate about its commitment to
28 models' rights. Now, two former models allege they were denied
workers' compensation when injured on Kink sets, one of whom
further states she was coerced into a performance that left her
with long-standing injuries and was offered money in exchange
for keeping quiet about those injuries. Other workers claim to

1 have been terminated...when they questioned Kink's business
2 practices, including the use of an erectile dysfunction drug called
Trimix. ...

3 The potential legal quandaries revealed by former Kink models
4 challenge Acworth's ethical claims, and this isn't the first time
5 he's been called out for going against his models' rights and
shooting rules."

6 43. In detailing a lawsuit filed by Ms. Holloway, a former "cam girl" model, against
7 KINK.COM, Ms. Conger elaborated in *SF Weekly*, "Eden Alexander, a model who has
8 performed for Kink's cam site as well as other porn sites and did not participate in the lawsuit,
9 claims Holloway's firing created a culture of fear in the cam department. She says models
10 became afraid that voicing concerns meant risking their jobs. 'You're in a position where if you
11 don't follow along, you're going to lose shoots,' she explains."

12 44. On March 26, 2013, Plaintiff was emailed by Mike Scott from KINK.COM
13 requesting that he take part in a May 3, 2013 video shoot. The email explicitly stated the
14 following, "**This is a condom and barrier protection required shoot.**"

15 45. In April of 2013, JOHN DOE was contacted by KINK.COM's Talent Coordinator
16 Bobby Sanchez about performing in BoundInPublic.com's May 3, 2013 video shoot. JOHN
17 DOE agreed to appear for the shoot and KINK.COM provided paid airfare for him to travel to
18 and from San Francisco.

19 46. On May 3, 2013, JOHN DOE appeared for the Bound in Public shoot at The Armory
20 in San Francisco, California.

21 47. The May 3, 2013 video shoot (or "May 3 shoot") was directed by Defendant
22 DARKHOLME. JOHN DOE was to act as the "bottom," or submissive actor in BDSM sexual
23 activities (bondage/discipline, dominance/submission, sadism/masochism). The "bottom" is the
24 star and primary focus of a video shoot. The May 3 shoot was a special, annual public event
25 called the "Rubber Party," in reference to the liquid latex which was poured over the models'
26 bodies. The shoot would start at a much later time than an average shoot – typical shoots are
27 filmed in the afternoon, but the May 3 shoot was to run from 11:00 pm to 3:00 am and there
28 was alcohol on set. A much larger than average number of "guests" or members of the public

1 were in attendance to partake in the shoot. While there were seven models who performed at the
2 May 3 shoot, there were on average between 48 members of the public who also participated in
3 the shoot.

4 48. During the May 3 shoot, several of the guests, who were members of the public,
5 were allowed to participate in the sexual activities with the models. In direct contradiction to
6 KINK Defendants' stated policies and in violation of California *Code of Regulations*, these
7 members of the public are not tested for STDs or HIV prior to their involvement in filming.
8 KINK Defendants' models are encouraged to interact with members of the public, and get paid
9 extra to do so. Each interaction a model has with a member of the public will earn him another
10 \$100.00 in his total compensation. As models typically earn between \$1,000.00 to \$2,000.00
11 per video shoot, they can significantly increase their income through these interactions with the
12 public.

13 49. At the May 3 shoot, Plaintiff JOHN DOE was forced by Defendants to sexually
14 interact with almost every member of the public. While Plaintiff was physically restrained and
15 blindfolded, Defendant DARKHOLME is clearly seen on video footage forcefully pushing
16 Plaintiff's head and mouth into the penises of dozens of men to perform oral sex on them.
17 Although it was a "condom and barrier protection required" shoot, none of these performers
18 were wearing a condom nor were any barriers used. Defendant DARHOLME was so
19 powerfully thrusting Plaintiff's head that Plaintiff is heard making gagging sounds at several
20 points during the shoot.

21 50. During the May 3 shoot, the inside of Plaintiff's mouth sustained a cut. Plaintiff took
22 a sip of water and noticed some blood in his mouth. Plaintiff did not mention this to Defendant
23 DARKHOLME. Since Plaintiff's requests of no oral sex and condom usage had been denied in
24 the past by Defendants, Plaintiff knew that similar requests would be denied on this occasion.
25 Plaintiff also knew from his previous experiences that Defendant DARKHOLME did not grant
26 the requests of the models, including Plaintiff's own previous request for a condom to be worn
27 on the penis of another model. Plaintiff also did not want to risk losing his job.

28 ///

1 51. The policy decision for KINK Defendants not to have performers use condoms when
2 engaging in oral sex on “condom and barrier protection required” shoots was made by
3 Defendant ACWORTH.

4 52. Plaintiff JOHN DOE returned to New York after the May 3 shoot. After
5 approximately fifteen days, he began to experience fever, chills, sweats, tiredness and malaise.
6 He visited the doctor May 22, 2013, who administered three different types of HIV tests.

7 53. On June 3, 2013, Plaintiff JOHN DOE was devastated to learn that he was HIV
8 positive. He received confirmatory test results on June 10, 2013.

9 54. On his walk home from his initial diagnosis, JOHN DOE strongly considered
10 jumping off New York City’s Washington Bridge to commit suicide. He quickly spiraled into a
11 deep depression.

12 55. Through a meticulous process of elimination and based on expert medical advice,
13 Plaintiff JOHN DOE determined he had contracted HIV at Defendants’ May 3, 2013 shoot.

14 56. Plaintiff JOHN DOE contacted the KINK Defendants and notified them of his
15 diagnosis. He spoke with employees Jessie Lee and Bobbie Sanchez.

16 57. KINK Defendants failed to report Plaintiff JOHN DOE’s diagnosis to the AIDS
17 Healthcare Foundation (AHF), Cal/OSHA, or the Free Speech Coalition (FSC). Had KINK
18 Defendants notified any of these entities, as they would have if it were a heterosexual shoot, a
19 moratorium on filming in the porn industry would have occurred, requiring all sex workers to be
20 tested for HIV before filming would resume.

21 58. Had KINK Defendants properly reported Plaintiff JOHN DOE’s diagnosis to the
22 appropriate authorities, the source of JOHN DOE’s HIV infection could have been located and
23 the further spread of the infection could have been prevented.

24 59. In the following months, beginning in August, four more performers in California
25 would be diagnosed with HIV. At least two of those workers have traced their infection back to
26 their work with KINK Defendants. In her last shoot while working for Kink Defendants,
27 Cameron Bay was directed to continue to perform sexual acts on a male model even though
28 there was blood and a visible cut on the model’s penis.

1 60. On September 16, 2013, after seeing fellow sex worker Cameron Bay's
2 announcement through the AHF that she was diagnosed with HIV, JOHN DOE also contacted
3 the AHF. Mark McGrath of the AHF assisted JOHN DOE in compiling a complaint to file with
4 the Division of Occupational Safety and Health (OSHA).

5 61. On September 18, 2013, the AIDS Healthcare Foundation held a press conference
6 and announced that several pornographic video actors received positive HIV tests, including
7 three who had worked for KINK Defendants.

8 62. Among those performers that worked for KINK Defendants who tested positive for
9 HIV was Patrick Stone, who tested positive on September 10, 2013. Stone told *SF Weekly* that
10 KINK Defendants had contacted him to perform in a video shoot even *after* he had notified
11 them of his HIV positive status.

12 63. On January 30, 2014 the State of California Division of Occupational Safety and
13 Health, Cal/OSHA High Hazard Compliance Unit issued an eighteen-page Citation and
14 Notification of Penalty to KINK Defendants imposing a fine of \$78,710.

15 64. The Citation and Notification of Penalty asserted multiple violations of Title 8 of the
16 California *Code of Regulations* (CCR), including violations classified as "General,"
17 "Regulatory," and "Serious" by KINK Defendants:

- 18 a. Unauthorized use of flexible cords and cables not specifically permitted by
19 CCR Section 2500.7 (Citation 1 Item 1 – General);
- 20 b. Failing to maintain records of safety training given to employees required by
21 Title 8 CCR 3203(b)(2) and subsection (a)(7) (Citation 1 Item 2 –
22 Regulatory);
- 23 c. Failing to provide adequate first-aid materials to employees on every job, in
24 accordance with CCR 3400(c) (Citation 1 Item 3 – General);
- 25 d. Failing to require employees to undergo the Hepatitis B vaccination or, if they
26 decline, sign a statement mandated by CCR 5191(f)(2)(D) Appendix A
27 (Citation 1 Item 4 – Regulatory);

28 ///

- e. Failing to keep Cal/OSHA injury and illness records and Cal/OSHA Form 301 Injury and Illness Incident Reports in accordance with CCR 14300.01(a)(2) (Citation 1 Item 5 – Regulatory);
- f. Failing to provide records demanded by an authorized government representative within four (4) business hours, according to CCR 14300.40(a) (Citation 1 Item 6 – Regulatory);
- g. Failing to establish, implement and maintain an effective Injury and Illness Prevention Program (IIPP) which meets the standards of CCR 3203(a) for employees exposed to workplace hazards including, but not limited to, electrical hazards and sexually transmitted illnesses in the course of producing adult videos (Citation 1 Item 7 – General);
- h. Failing to record the steps taken to implement and maintain the Injury and Illness Prevention Program in accordance with CCR 3203(b)(1) (Citation 1 Item 8 – Regulatory);
- i. Failing to establish, implement and maintain an effective Exposure Control Plan which is designed to eliminate or minimize employee exposure in accordance with CCR 5193(c)(1), and which is also consistent with Section 3203. “At and prior to the time of the Cal/OSHA inspection, CYBERNET had not established and implemented an effective exposure control plan to protect employees who had reasonable anticipated contact with blood or Other Potentially Infectious Materials (OPIM) from the hazards of bloodborne pathogens CYBERNET had not developed and implemented procedures or schedule for: (d) methods of compliance, including engineering controls and work practices; (f) hepatitis B vaccination and post-exposure evaluation and follow-up; and(h) recordkeeping.” (Citation 2 Item 1 – Serious);
- j. Failing to observe universal precautions to prevent contact with blood or Other Potentially Infectious Materials (OPIM) in accordance with CCR 5193(d)(1). “On or before 8/9/13, employees of CYBERNET who had

1 reasonably anticipated contacted with blood or OPIM were exposed to the
 2 hazards of bloodborne pathogens. CYBERNET did not observe Universal
 3 Precautions which exposed employees to blood and OPIM during production
 4 activities associated with adult content videos.” (Citation 3 Item 1 – Serious);

- 5 k. Failing to satisfy the general requirements of Engineering and Work Practice
 6 Controls in accordance with CCR 5193(d)(2). “On or before 8/9/13,
 7 employees of CYBERNET who had reasonably (sic) anticipated contacted
 8 (sic) with blood or Other Potentially Infectious Materials (OPIM) were
 9 exposed to the hazards of bloodborne pathogens. CYBERNET did not require
 10 the use of engineering controls and work practice controls during production
 11 activities associated with adult content videos to eliminate and/or minimize
 12 employee exposure to blood and OPIM.” (Citation 4 Item 1 – Serious).

13 65. On February 4, 2014, *SF Weekly* published an article titled “Bay Area Porn
 14 Companies Slapped With Fines for Not Using Condoms,” making specific reference to KINK
 15 Defendants’ fine of \$78,710.00 by OSHA for workplace safety hazards. According to writer
 16 Kate Conger, “The majority of the fines were for allowing performers to work without using
 17 condoms... The fine is one of several that OSHA has issued... and follows in the wake of
 18 several HIV scares in the industry... Porn production was forced to halt industry-wide several
 19 times last year, after performers tested positive for HIV, including Cameron Bay, a performer
 20 who worked at Kink shortly before her diagnosis.”

21 66. The article further elaborates:

22 Although the complaints that sparked OSHA’s investigations into
 23 Kink... are sealed to protect the identities of whistle-blowing
 24 employees, the AIDS Healthcare Foundation has publicly stated
 25 that it filed complaints against both companies. Its complaint
 26 against Kink claims Bay may have contracted HIV on set – “We
 27 have reason to believe that on 7/31/13 adult film employees were
 28 exposed to bloodborne pathogens and other potentially infectious
 materials... An employee from this production named Cameron
 Alexandria Adams (AKA Cameron Bay) tested positive for the
 Human Immunodeficiency Virus (HIV) as early as 8/19/13... Ms.
 Adams engaged in acts considered high-risk for the transmission

1 of HIV, including multiple sex partners and acts resulting in

2 trauma to vaginal, oral, and anal mucosa. Additionally, a large
3 group estimated at 10-12 individuals, including production staff,
4 are likely to have been exposed.”

5 67. At the time, Defendant ACWORTH incorrectly and misleadingly claimed the
6 complaints which prompted the OSHA investigation were not made by actual people who
7 worked for KINK Defendants, “but by outside groups with a long history of opposition to adult
8 film.” Mike Stabile, a spokesperson for KINK Defendants told *SF Weekly*, “The fines were not
9 related to a particular incident, but rather about our policy of leaving the choice to use a condom
10 up to the performer.”

11 68. As exhibited by Plaintiff JOHN DOE’s allegations above, the choice of whether to
12 use a condom while working for KINK Defendants is *not* left up to the performer. Although
13 KINK Defendants’ policies represent that an actor or model can request a condom at any time
14 and one will be used, this policy has *not* been enforced. As evidenced above, Plaintiff JOHN
15 DOE attempted to exercise his right to request a condom and his request was wrongfully denied
16 – resulting in serious risk to his health and contributing to the neglectful, unsafe, and illegal
17 environment at KINK Defendants.

18 69. Condom usage in the pornographic film industry has been a widely debated topic in
19 recent years. Condoms are now mandatory in Los Angeles County pornographic film
20 productions, which has resulted in a significant decrease in the filming of pornographic
21 materials in Los Angeles County. While California Health & Safety Codes do require condom
22 usage during filming within the entire state of California, the law does not require condom use
23 to be enforced in San Francisco. As a result, a porn production company can be cited and fined
24 by the State of California Division of Occupational Safety and Health (CAL/OSHA) for not
25 requiring condoms to be worn during performances on set, but it is not an actionable violation
26 of California statute. Pornographic film producers vehemently argue that condoms use should
27 not be required during filming, arguing that audiences find actors performing sex acts without
28 condoms much more exciting.

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1 70. During the years Plaintiff was working on behalf of KINK Defendants, mandatory
2 safety regulations were blatantly ignored and necessary precautionary measures to protect the
3 health of the models were not taken by KINK Defendants, ACWORTH, and DARKHOLME.

4 71. KINK Defendants have a documented history of failing to create, implement, and
5 uphold safety regulations to protect its models. Instead, KINK Defendants, ACWORTH, and
6 DARKHOLME promote unsafe and reckless sex practices in order to increase membership and
7 viewership of their online porn site. In so doing, KINK Defendants, ACWORTH, and
8 DARKHOLME, consciously disregarded the rights and safety of Plaintiff and other models
9 working for KINK Defendants by prioritizing corporate profits over human lives.

10 72. Since Plaintiff JOHN DOE's HIV diagnosis, he has been suicidal and seriously
11 depressed. He is constantly bombarded by people intent to destroy him as a person, because
12 they view him as dangerous, or disgusting. He is stigmatized and afraid of being alone forever.
13 He is no longer able to socialize like a normally functioning member of society, and social
14 situations feel negative and isolating. Plaintiff feels like an outcast, disposable. He had been
15 called a disgusting person and told he should kill himself, to his face, simply because he has
16 HIV. Plaintiff faces constant discrimination due to being HIV positive. He is unable to be
17 intimate with anyone before first giving them a health lesson on HIV, and even then, romantic
18 partners are afraid. Taking daily medication is a constant reminder to Plaintiff of his diagnosis
19 and the feelings he has related to that diagnosis.

20 73. There are now countries Plaintiff JOHN DOE will never be able to travel to because
21 they will not allow visitors diagnosed with HIV. There are now many jobs he will never be able
22 to hold, such as some occupations in the health care industry, due to the risk of accidental
23 transmission of HIV.

24 74. Plaintiff JOHN DOE lives in constant fear of what could happen if he was unable to
25 receive his medication. He is terrified of losing his health insurance.

26 75. Plaintiff JOHN DOE was previously very healthy, and never needed to rely on
27 medications. Today, he must visit his treating physician at least once every three months. He
28 must take three medications daily, Truvada and Prezista, which collectively cost between \$2000

1 and \$3000/mo, and Norvir, for \$200/mo. He hates relying on medications and wanted to avoid
 2 taking anything unnecessary. He worries the pharmacy will make a mistake with his
 3 prescriptions or be unable to refill them and his health will suffer greatly as a result.

4 76. As a result of the medications, Plaintiff has developed gastrointestinal problems and
 5 is now lactose intolerant. He must be careful to avoid taxing his liver or kidneys.

6 77. Plaintiff has lost hope for the future as a result of his diagnosis.

7 78. Plaintiff is informed and believes and therefore, alleges, that each of the Defendants
 8 designated herein caused injury and damages proximately thereby to Plaintiff as herein alleged,
 9 and are, therefore, responsible to Plaintiff for the damages herein requested.

10 FIRST CAUSE OF ACTION

11 NEGLIGENCE

12 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
 13 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
 14 DARKHOLME AND DOES 1-50)

15 79. Plaintiff incorporates each and every paragraph of the Complaint as though fully set
 16 forth in the cause of action.

17 80. Defendants had a duty to have a work place safety specialist at the May 3 shoot to
 18 ensure adequate personal protective equipment was available at the shoot. Defendants had a
 19 duty to inspect all performers for cuts, sores, and lesions. Defendants had a duty to have a
 20 Bloodborne Pathogen Exposure Control Plan in order to assist in implementing and ensuring
 21 compliance with the Cal OSHA standards for blood borne pathogens to protect employees and
 22 contractors. Defendants had a duty to maintain appropriate health records of their performers,
 23 including STD and HIV tests before shooting commenced. Defendant DARKHOLME had a
 24 duty as director of the May 3 shoot to enforce the use of condoms at the shoot.

25 81. Defendants breached each and every duty referenced above, which was owed to
 26 Plaintiff.

27 82. Defendants, by and through their managing agents, knew of and condoned the
 28 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
 and/or taken by one or more managing agent of Defendants each of whom had the authority to

1 make policy and/or to direct a substantial portion of its business.

2 83. Defendants breach of each of the above-referenced duties was a substantial cause of
3 Plaintiff's injuries.

4 84. As a direct and proximate result of the aforementioned conduct of Defendants, and
5 each of them, Plaintiff has suffered damages in the form of physical harm when he contracted
6 HIV while performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to
7 incur significant costs for medical treatment, medications, and all other related expenses for the
8 treatment of his contracted illness.

9 85. As a direct and proximate result of the aforementioned conduct of Defendants, and
10 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
11 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
12 limits of this court. The exact amount of said losses will be stated according to proof at trial.

13 86. As a further direct and proximate result of the aforementioned conduct of said
14 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
15 but not limited to, great derision and embarrassment amongst members of the community and
16 family, he has also suffered severe emotional distress, including, but not limited to, anxiety,
17 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his
18 general damage, in an amount to be stated according to proof at trial.

19 SECOND CAUSE OF ACTION

20 NEGLIGENCE PER SE

21 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
22 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
23 DARKHOLME AND DOES 1-50)

24 87. Plaintiff incorporates each and every paragraph of the complaint as though fully set
25 forth in the cause of action.

26 88. At the May 3 shoot, Defendants were required by California *Code of Regulations*
27 Title 8, Section 5193 to have performers use barrier protection including condoms, to protect
28 them during the production of adult films.

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1 89. Defendants violated the following laws:

- 2 a. Failing to establish, implement and maintain an effective Exposure Control Plan
3 which is designed to eliminate or minimize employee exposure in accordance
4 with California *Code of Regulations* Title 8, Section 5193 (c)(1), and which is
5 also consistent with Section 3203. "At and prior to the time of the Cal/OSHA
6 inspection, CYBERNET had not established and implemented an effective
7 exposure control plan to protect employees who had reasonable anticipated
8 contacted with blood or Other Potentially Infectious Materials (OPIM) from the
9 hazards of bloodborne pathogens CYBERNET had not developed and
10 implemented procedures or schedule for: (d) methods of compliance, including
11 engineering controls and work practices; (f) hepatitis B vaccination and post-
12 exposure evaluation and follow-up; and(h) recordkeeping." (Citation 2 Item 1 –
13 Serious);
- 14 b. Failing to observe universal precautions to prevent contact with blood or Other
15 Potentially Infectious Materials (OPIM) in accordance with California *Code of*
16 *Regulations* Title 8, Section 5193 (d)(1). "On or before 8/9/13, employees of
17 CYBERNET who had reasonably anticipated contacted with blood or OPIM
18 were exposed to the hazards of bloodborne pathogens. CYBERNET did not
19 observe Universal Precautions which exposed employees to blood and OPIM
20 during production activities associated with adult content videos." (Citation 3
21 Item 1 – Serious);
- 22 c. Failing to satisfy the general requirements of Engineering and Work Practice
23 Controls in accordance with California *Code of Regulations* Title 8, Section 5193
24 (d)(2). "On or before 8/9/13, employees of CYBERNET who had reasonably
25 (sic) anticipated contacted (sic) with blood or Other Potentially Infectious
26 Materials (OPIM) were exposed to the hazards of bloodborne pathogens.
27 CYBERNET did not require the use of engineering controls and work practice
28 controls during production activities associated with adult content videos to

1 eliminate and/or minimize employee exposure to blood and OPIM.” (Citation 4
2 Item 1 – Serious).

3 90. The Defendants violated the above-laws and breached the above-duties owed to
4 Plaintiff.

5 91. Defendants, by and through their managing agents, knew of and condoned the
6 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
7 and/or taken by one or more managing agent of Defendants each of whom had the authority to
8 make policy and/or to direct a substantial portion of its business.

9 92. Defendants’ violation of these laws and breach of duties to Plaintiff was a substantial
10 factor in causing damage to Plaintiff.

11 93. As a direct and proximate result of the aforementioned conduct of Defendants, and
12 each of them, Plaintiff has suffered damages in the form of physical harm when he contracted
13 HIV while performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to
14 incur significant costs for medical treatment, medications, and all other related expenses for the
15 treatment of his contracted illness.

16 94. As a direct and proximate result of the aforementioned conduct of Defendants, and
17 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
18 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
19 limits of this court. The exact amount of said losses will be stated according to proof at trial.

20 95. As a further direct and proximate result of the aforementioned conduct of said
21 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
22 but not limited to, great derision and embarrassment amongst members of the community and
23 family, he has also suffered severe emotional distress, including, but not limited to, anxiety,
24 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his
25 general damage, in an amount to be stated according to proof at trial.

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THIRD CAUSE OF ACTION

INTENTIONAL/FRAUDULENT MISREPRESENTATION

(against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
DARKHOLME AND DOES 1-50)

96. Plaintiff incorporates each and every paragraph of the complaint as though fully set forth in the cause of action.

97. Defendants made the following representation to Plaintiff regarding the May 3 shoot: **"This is a condom and barrier protection required shoot."**

98. Defendants' representation was false. At the May 3 shoot, Plaintiff JOHN DOE was forced by Defendants to sexually interact with almost every member of the public. While Plaintiff was physically restrained and blindfolded, Defendant DARKHOLME is clearly seen on video footage forcefully pushing Plaintiff's head and mouth into the penises of dozens of men to perform oral sex on them. None of these performers were wearing a condom nor were any barriers used. Defendant DARHOLME was so powerfully thrusting Plaintiff's head that Plaintiff is heard making gagging sounds at several points during the shoot.

99. Defendants knew that the representation to Plaintiff that the May 3 shoot was a condom and barrier required shoot was false when they made it; and/or Defendants made the representation recklessly and without regard for its truth.

100. Defendants intended that Plaintiff rely on the above representation. In order to secure Plaintiff for the part in the May 3 shoot, Defendants emailed Plaintiff on March 26, 2013 requesting that Plaintiff take part in a May 3, 2013 video shoot. The email explicitly stated the following, **"This is a condom and barrier protection required shoot."**

101. In April of 2013, JOHN DOE was contacted by KINK.COM's Talent Coordinator Bobby Sanchez about performing in BoundInPublic.com's May 3, 2013 video shoot. Prior to booking the shoot, Plaintiff reasonably relied on Defendants' representation, **"This is a condom and barrier protection required shoot."**

102. Plaintiff was harmed in that he contracted HIV on the May 3 shoot as a result of condoms and/or barriers not being used.

1 103. Defendants, by and through their managing agents, knew of and condoned the
2 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
3 and/or taken by one or more managing agent of Defendants each of whom had the authority to
4 make policy and/or to direct a substantial portion of its business.

5 104. Plaintiff's reliance on Defendants' representation that the May 3 shoot was a
6 condom and barrier protection required shoot was a substantial factor in causing his harm.

7 105. As a direct and proximate result of the aforementioned conduct of Defendants,
8 Plaintiff has suffered damages in the form of physical harm when he contracted HIV while
9 performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur
10 significant costs for medical treatment, medications, and all other related expenses for the
11 treatment of his contracted illness.

12 106. As a direct and proximate result of the aforementioned conduct of Defendants, and
13 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
14 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
15 limits of this court. The exact amount of said losses will be stated according to proof at trial.

16 107. As a further direct and proximate result of the aforementioned conduct of said
17 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
18 but not limited to, great derision and embarrassment amongst members of the community and
19 family, he has also suffered severe emotional distress, including, but not limited to, anxiety,
20 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his
21 general damage, in an amount to be stated according to proof at trial.

22 108. The aforementioned acts were committed by Defendants, and each of them, and/or
23 by officers, directors, managing agents, agents and/or representatives of Defendants and/or were
24 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
25 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
26 The above acts of Defendants, and each of them, were despicable and committed knowingly,
27 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
28 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants,

1 Defendant ACWORTH, and Defendant DARKHOLME, consciously disregarded the rights and
 2 safety of Plaintiff and other models working for KINK Defendants by prioritizing corporate
 3 profits over human lives. Plaintiff is therefore entitled to punitive damages in a sum sufficient
 4 to punish said defendants so that such conduct will not take place again.

5 FOURTH CAUSE OF ACTION

6 **CIVIL CONSPIRACY TO COMMIT FRAUD**

7 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
 8 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
 9 DARKHOLME AND DOES 1-50)

10 109. Plaintiff incorporates each and every paragraph of the complaint as though fully set
 11 forth in the cause of action.

12 110. Upon information and belief, Defendant ACWORTH and KINK Defendants and
 13 DOES 1-50 agreed with Defendant DARKHOLME to make intentional misrepresentations to
 14 Plaintiff, including but not limited to the following: That the May 3 shoot would be a condom
 15 and barrier required shoot.

16 111. All Defendants agreed to engage in a conspiracy to subject Plaintiff to the fraudulent
 17 representations in order to induce Plaintiff to participate in Defendants' May 3 shoot.

18 112. All Defendants agreed to engage in a scheme, which was intended to violate
 19 Plaintiff's rights. All Defendants knowingly and willfully agreed amongst themselves to
 20 subject Plaintiff to the fraudulent representations in order to induce Plaintiff to participate in
 21 Defendants' May 3 shoot.

22 113. All Defendants combined to inflict wrongs against and/or injury on Plaintiff as
 23 described in this Complaint. All Defendants understood, accepted, and/or explicitly and/or
 24 implicitly agreed to the general objectives of their scheme to subject Plaintiff to fraudulent
 25 representations in order to induce Plaintiff to participate in Defendants' May 3 shoot.
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1 114. All Defendants acquired, possessed, and maintained a general knowledge of the
2 conspiracy's objectives to inflict wrongs against and/or injury upon Plaintiff as described in this
3 Complaint.

4 115. Defendants, by and through their managing agents, knew of and condoned the
5 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
6 and/or taken by one or more managing agent of Defendants each of whom had the authority to
7 make policy and/or to direct a substantial portion of its business.

8 116. Defendants' conspiracy to commit these tortious acts on Plaintiff was a substantial
9 factor in causing damage and injury to Plaintiff as alleged herein.

10 117. As a direct and proximate result of the aforementioned conduct of Defendants,
11 Plaintiff has suffered damages in the form of physical harm when he contracted HIV while
12 performing at the May 3, 2013 shoot. Plaintiff has incurred and will continue to incur
13 significant costs for medical treatment, medications, and all other related expenses for the
14 treatment of his contracted illness.

15 118. As a direct and proximate result of the aforementioned conduct of Defendants, and
16 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
17 earnings and medical and/or psychological treatment expenses, all within the jurisdictional
18 limits of this court. The exact amount of said losses will be stated according to proof at trial.

19 119. As a further direct and proximate result of the aforementioned conduct of said
20 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including,
21 but not limited to, great derision and embarrassment amongst members of the community and
22 family, he has also suffered severe emotional distress, including, but not limited to, anxiety,
23 fear, humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his
24 general damage, in an amount to be stated according to proof at trial.

25 120. The aforementioned acts were committed by Defendants, and each of them, and/or
26 by officers, directors, managing agents, agents and/or representatives of Defendants and/or were
27 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
28 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.

1 The above acts of Defendants, and each of them, were despicable and committed
 2 knowingly, willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress
 3 Plaintiff and with a conscious disregard of Plaintiff's rights, health, and safety. KINK
 4 Defendants,

5 Defendant ACWORTH, and Defendant DARKHOLME, consciously disregarded the
 6 rights and safety of Plaintiff and other models working for KINK Defendants by prioritizing
 7 corporate profits over human lives. Plaintiff is therefore entitled to punitive damages in a sum
 8 sufficient to punish said defendants so that such conduct will not take place again.

9 **FIFTH CAUSE OF ACTION**

10 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

11 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; CYBERNET
 12 ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH; VAN
 13 DARKHOLME AND DOES 1-50)

14 121. Plaintiff incorporates each and every paragraph of the complaint as though fully set
 15 forth in the cause of action.

16 122. Defendants, and each of them, entered into a contract with Plaintiff JOHN DOE on
 17 May 3, 2013 (hereinafter "CONTRACT").

18 123. At the time of entering into the CONTRACT and at all relevant times, Plaintiff was
 19 an actor and model in the adult entertainment industry.

20 124. Plaintiff fully performed all duties required of him under the CONTRACT.

21 125. In the CONTRACT there was an implied promise of good faith and fair dealing. The
 22 implied promise meant that each party would not do anything to unfairly interfere with the right
 23 of the other party to receive benefits of the contract. This requires, among other things, that:
 24 each party in the relationship must act with good faith toward the other concerning all matters
 25 related to the CONTRACT; each party in the CONTRACT must act with fairness toward the
 26 other concerning all matters related to the CONTRACT; and Defendants would comply with its
 27 own representations, rules, policies, and procedures in dealing with Plaintiff.

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1 126. Defendants breached the covenant of good faith and fair dealing in the following
2 ways:

- 3 a. Defendants told Plaintiff that the May 3 shoot would be a condom and barrier
4 required shoot.
- 5 b. Defendants also violated California *Code of Regulations* Title 8, Section 5193,
6 which required performers to use barrier protection including condoms, to
7 protect them during the production of adult films, including, but not limited to
8 the May 3 shoot involving Plaintiff.
- 9 c. Defendants had a duty to have a work place safety specialist at the shoot to
10 ensure adequate personal protective equipment is available at the shoot.
- 11 d. Defendants had a duty to inspect all performers for cuts, sores, and lesions.
- 12 e. Defendants had a duty to have a Bloodborne Pathogen Exposure Control Plan in
13 order to protect their performers, including Plaintiff.
- 14 f. Defendants had a duty to maintain appropriate health records of their performers,
15 including STD and HIV tests before shooting commenced.
- 16 g. Defendant DARKHOLME had a duty as director of the May 3 shoot to enforce
17 the use of condoms at the shoot.
- 18 h. Defendants repeatedly refused to abide by their own policies when dealing with
19 Plaintiff.

20 127. Defendants unfairly interfered with Plaintiff's rights to receive the benefits of the
21 CONTRACT. As a result of Plaintiff becoming HIV positive, Plaintiff could no longer engage
22 in Defendants' shoots or other shoots in the porn industry.

23 128. Defendants' conduct was a failure to act fairly and in good faith.

24 129. Defendants, by and through their managing agents, knew of and condoned the
25 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
26 and/or taken by one or more managing agent of Defendants each of whom had the authority to
27 make policy and/or to direct a substantial portion of its business.

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